

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7599427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIVERSIFIED DISTRIBUTION GROUP, LLC	09/03/2021
ROSENTHAL & ROSENTHAL, INC.	10/03/2022
RECEIVING PARTY DATA	
Name:	COSMETIC FOAM LLC
Street Address:	500 BOHANNON ROAD
City:	FAIRBURN
State/Country:	GEORGIA
Postal Code:	30213
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16289780
Application Number:	16547878
Application Number:	16547889
Patent Number:	D832520
Patent Number:	D882272
Patent Number:	D882870
CORRESPONDENCE DATA	
Fax Number:	(404)541-3111
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4048156500
Email:	landrew@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	SUITE 2800
Address Line 2:	1100 PEACHTREE STREET NE
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	037370-1338469; 1338470
NAME OF SUBMITTER:	LESLEY L. ANDREW
SIGNATURE:	/Lesley L. Andrew/
DATE SIGNED:	10/19/2022

Total Attachments: 5

source=Assignment Agreement#page1.tif

source=Assignment Agreement#page2.tif

source=Assignment Agreement#page3.tif

source=Assignment Agreement#page4.tif

source=Assignment Agreement#page5.tif

PATENT ASSIGNMENT AGREEMENT #2

THIS PATENT ASSIGNMENT AGREEMENT #2 (this "**Assignment**") is executed and effective this October 3, 2022, by and between ROSENTHAL & ROSENTHAL, INC., a New York corporation, having offices at 1370 Broadway, New York, New York 10019 (the "**Assignor**") and COSMETIC FOAM LLC, a Delaware limited liability company, having offices at 500 Bohannon Road, Fairburn, GA 30213 (the "**Assignee**"); each a "**Party**" and together, the "**Parties**".

WITNESSETH:

WHEREAS, in accordance with its rights as a secured party under the Uniform Commercial Code and pursuant to the rights granted to it under a Factoring Agreement dated November 18, 2019, as amended and/or supplemented, and Peaceful Possession Agreement dated September 3, 2021, each between Assignor and Diversified Distribution Group, LLC, a Delaware limited liability company ("**DDG**"), DDG surrendered, delivered, granted and turned over to Assignor, as secured party, peaceful possession of all of DDG's assets in which Assignor had a security interest as further defined as the "**Collateral**" therein;

WHEREAS, Assignor, as secured party in possession, sold to Assignee those items of Collateral defined as the "**Assets**" under and pursuant to that certain Secured Creditor Asset Sale Agreement dated October 21, 2021 ("**Sale Agreement**"), and Secured Party Bill of Sale Agreement, dated November 1, 2021 ("**Bill of Sale**"), and related agreements and documents, through a secured party sale conducted by Assignor pursuant to the terms of such Sale Agreement;

WHEREAS, in connection with such sale, Assignor and Assignee entered into that certain Patent Assignment Agreement dated November 1, 2021 ("**Assignment #1**"), pursuant to which Assignor assigned and transferred to Assignee all of its rights, title and interest in and to the Assigned Patents (as defined therein);

WHEREAS, by this Assignment, Assignor and Assignee desire for Assignor to additionally transfer to Assignee all of Assignor's rights and interests as secured party in possession in and to the additional inventions and discoveries, applications for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever counties, including all divisional, renewal, substitute, continuation and Convention applications based in whole or part upon said inventions and discoveries, or upon said applications and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said additional applications and said Letters Patent as set forth on Exhibit A attached hereto (the "**Additional Assigned Patents**");

WHEREAS, Assignee agrees to purchase, and Assignor agrees to assign and transfer to Assignee, all of Assignor's rights and interests as secured party in possession of the Additional Assigned Patents, pursuant to the terms of the Sale Agreement and Bill of Sale.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Patents. Assignor hereby agrees and affirms that, in accordance with and as a result of the secured party sale referenced above and as set forth in the Sale Agreement and Bill of Sale, Assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, and to the extent not already done so does hereby contribute, grant, convey, transfer, assign, and

deliver to Assignee, its successors, and assigns, Assignor's entire right and interest as secured party in possession, in and to the Additional Assigned Patents, together with the goodwill of the business appurtenant to and associated with the Additional Assigned Patents and which is symbolized thereby, as well as all income, royalties, damages, and payments now or hereafter due or payable with respect to the Additional Assigned Patents, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Additional Assigned Patents, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by DDG and/or Assignor had this assignment not been made. Notwithstanding anything to the contrary set forth in this Assignment, the Sale Agreement, the Bill of Sale, Patent Assignment #1, or any other agreement or document between Assignor and Assignee, the aforementioned assignment is made without any recourse, representation, or warranty of any kind by Assignor, including, without limitation, as to the existence or continued validity of any of the Additional Assigned Patents, or DDG's (and accordingly, Assignor's) rights, title and/or interest therein.

2. Use of Additional Assigned Patents. Assignor, as of the date hereof, agrees to cease using the Additional Assigned Patents and further agrees, without further consideration (but at Assignee's sole expense, together with any reasonable out-of-pocket legal fees of Assignor in connection with this Assignment, which Assignee hereby agrees to pay), to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

3. Attorney-in-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

7. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

8. Recitals. The Recitals to this Assignment are incorporated herein as an integral part hereof.

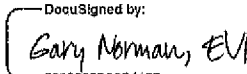
9. Authorization. Assignor does hereby authorize Assignee to file patent applications relating to the Additional Assigned Patents in any or all countries on any or all inventions and discoveries in the Assignor's name or in the name of the Assignee or otherwise, as Assignee may deem advisable, under the International Convention or otherwise and authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all Letters of Patent to Assignee, as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

ROSENTHAL & ROSENTHAL, INC.

By: 
 DocuSigned by:
 20932886993446F...
 Name: Gary Norman
 Title: Executive Vice President

ASSIGNEE:

COSMETIC FOAM LLC


By: 
 Name: Joe Antonacci
 Title: Chief Financial Officer

Exhibit A

Title	Country	Publication No.	App. No.	Patent No.
COSMETIC SPONGE AND METHOD FOR PROVIDING A COSMETIC SPONGE	US	US 2019/0194398	16/289,780	11,124,61
MODIFIED FORMULA FOR HYDROPHILIC FOAM	US	US 2020/0062885	16/547,878	
MODIFIED FORMULA FOR HYDROPHILIC FOAM	US	US 2020/0062916	16/547,889	
MESH BALL WITH SOAP RESERVOIR	US	N/A	29/587,068	D832520
MAKEUP APPLICATOR	US	N/A	29/669,566	D882272
MAKEUP APPLICATOR	US	N/A	29/672,953	D882870